

Company Number: 09912193

**Companies Act 2006**  
**WRITTEN RESOLUTIONS**  
**OF**

THURSDAY



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07/03/2019  
COMPANIES HOUSE

#176

**Northcoders Limited (the "Company")**

**Circulation Date: 20 February 2019**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**Act**"), the Company's directors propose that resolutions 1 and 2 below be passed as ordinary resolutions, and that resolutions 3 and 4 below be passed as special resolutions (together, the "**Resolutions**").

**ORDINARY RESOLUTIONS**

1. **THAT**, the shares of the Company be re-designated as follows:
  - a. each of the 850 C Ordinary shares of £0.10 each issued to Amul Batra be re-designated as A Ordinary shares of £0.10 each;
  - b. each of the 250 A Ordinary shares of £0.10 each issued to Anil Batra be re-designated as B Ordinary shares of £0.10 each;
  - c. each of the 250 D Ordinary shares of £0.10 each issued to Anil Batra be re-designated as B Ordinary shares of £0.10 each;
  - d. each of the 450 A Ordinary shares of £0.10 each issued to Stephen Hill be re-designated as B Ordinary shares of £0.10 each; and
  - e. each of the 50 A Ordinary shares of £0.10 each issued to Jude Nottingham be re-designated as B Ordinary shares of £0.10 each.
2. **THAT**, in accordance with section 551 of the Act, the company's directors be generally and unconditionally authorised to allot, or grant rights to subscribe for, up to 1,797 R1 Shares of £0.10 each, and up to 1,033 R2 Shares of £0.10 each having an aggregate nominal value of £283, provided that this authority shall, unless renewed, varied or revoked by the Company expire 5 years after the Circulation Date, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Company's directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired, with such shares having the rights set out in the articles of association of the Company to be adopted as the articles of association pursuant to Resolution 3.

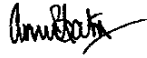
**SPECIAL RESOLUTIONS**

3. **THAT**, the draft articles of association in the form attached to these resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.
4. **THAT**, subject to the passing of Resolution 2, the Company's directors be generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by resolution 2, as if article 7 (pre-emption) of the Company's articles of association did not apply to any such allotment.

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

**The undersigned, being a member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.**

Signed:



Name:

Amul Batra

Date:

Feb 21, 2019

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

**The undersigned, being a member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.**

Signed:

  
\_\_\_\_\_  
Christopher Hill (Feb 21, 2019)

Name:

\_\_\_\_\_  
Christopher Hill

Date:

\_\_\_\_\_  
Feb 21, 2019

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

**The undersigned, being a member of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions.**

Signed:

*anil batra*  
anil batra (Feb 22, 2019)

Name:

anil batra

Date:

Feb 22, 2019

Company no.: 09912193

**THE COMPANIES ACT 2006 PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**NORTHCODERS LIMITED  
(THE "COMPANY")**

ADOPTED ON: 22 February .....2019

**1 INTERPRETATION**

1.1 In these Articles, unless the context otherwise requires, the following definitions apply:

- |                            |   |
|----------------------------|---|
| <b>"Act"</b>               | the Companies Act 2006;   |
| <b>"A Ordinary Shares"</b> | the A Ordinary shares of £0.10 each in the capital of the Company having the rights and being subject to the restrictions set out in the Articles;  |
| <b>"Articles"</b>          | the Company's articles of association for the time being in force;  |
| <b>"A Shareholders"</b>    | the holders of A Ordinary Shares;   |
| <b>"Bad Leaver"</b>        | <p>an A Shareholder who is not one of the Founders and who:</p> <ul style="list-style-type: none"><li>a) becomes a Leaver by reason of termination by any Group Company of his employment or consultancy in circumstances justifying summary dismissal or summary termination in accordance with his employment or consultancy;</li><li>b) has acted persistently, over a period of 3 months prior to that member being a Leaver, outside the scope of his employment (as agreed in writing from time to time between the other A Shareholders) and/or has consistently failed to meet performance targets (as agreed in writing between the other A Shareholders from time to time); or</li><li>c) is a Leaver in order to take up a position working for a competitor of any Group Company (in the reasonable opinion of the other A Shareholders);</li></ul> |
| <b>"B Ordinary Shares"</b> | the B Ordinary shares of £1 each in the capital of the  |

	Company having the rights and being subject to the restrictions set out in the Articles;
<b>“B Shareholders”</b>	the holders of B Ordinary Shares;
<b>“business days”</b>	any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which clearing banks in the city of London are generally open for business;
<b>“Compulsory Transfer Shares”</b>	any Shares held by a Shareholder or Privileged Relation, Family Trust or personal representative (as the case may be) which become subject to a Transfer Event;
<b>“Conflict Situation”</b>	any situation or matter in which any director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
<b>“eligible director”</b>	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
<b>“Equity Securities”</b>	shall have the meaning given in section 560(1) of the Act;
<b>“Family Trust”</b>	a trust which permits the settled property or the income from it to be applied only for the benefit of an individual member (the <b>“Settlor”</b> ) and/or any Privileged Relation of that Settlor and under which no power or control is capable of being exercised over the votes of any shares which are the subject of the trust, by any person other than the trustees or the Settlor or any Privileged Relations of the Settlor;
<b>“Founders”</b>	each of Christopher Hill and Amul Batra;
<b>“Good Leaver”</b>	a member who becomes a Leaver and who is not a Bad Leaver;
<b>“Group Company”</b>	the Company, a subsidiary or holding company from time to time of the Company and any subsidiary from time to time of any such holding company;
<b>“Leaver”</b>	an A Shareholder (other than a Founder) who ceases to be a director, employee or consultant of any Group Company for any reason;
<b>“Market Value”</b>	the price per share determined in accordance with Article 18.10;

<b>"Model Articles"</b>	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date on which these Articles become binding on the Company;
<b>"Privileged Relation"</b>	spouse, widow or widower of the member and the member's children and grandchildren (including legitimate, illegitimate, step and adopted children and their issue);
<b>"Qualifying Person"</b>	shall have the meaning given in section 318 of the Act;
<b>"R Shares"</b>	any class of shares in the capital of the Company designated as an R Share;
<b>"R1 Shares"</b>	R1 Shares of £0.10 each in the capital, which for the purposes of these Articles are designated as R Shares;
<b>"R2 Shares"</b>	R2 Shares of £0.10 each in the capital, which for the purposes of these Articles are designated as R Shares;
<b>"Relevant Agreement"</b>	any agreement relating (in whole or in part) to the management and/or affairs of the Company entered into between the shareholders of the Company and which (expressly or by implication) supplements or prevails over any provision of these Articles;
<b>"Shares"</b>	the A Ordinary Shares, B Ordinary Shares, R Shares, and such other shares issued in accordance with this Agreement and the Articles in the capital of the Company;
<b>"Subscription Price"</b>	in the absence of any other provision or deemed value in any Relevant Agreement, in relation to any Share, the amount paid up or credited as paid up on such Share including the full amount of any premium of which such Share was issued; and
<b>"Transfer Event"</b>	a compulsory transfer event set out in Article 17.1.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 In these Articles, reference to a "subsidiary" or "holding company" is to be construed in accordance with section 1159 of the Act.

- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.5 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.6.1 any subordinate legislation from time to time made under it; and
- 1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 MODEL ARTICLES**

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. If any provisions of these Articles conflict with any provisions of the Model Articles, these Articles shall prevail.

## **3 DIRECTORS – DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 3.1 The general rule about decision making is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 4.1.
- 3.2 If the Company has only one director for the time being the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision making.
- 3.3 Paragraph 7 of the Model Articles shall not apply to the Company.

## **4 DIRECTORS – UNANIMOUS DECISIONS**

- 4.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.
- 4.4 Paragraph 8 of the Model Articles shall not apply to the Company.

## **5 DIRECTORS – NUMBER AND QUORUM**

- 5.1 Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum and the minimum number of directors is 1.



- 5.2 Subject to Article 3.2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than 2 eligible directors one of which must be a director who is the holder of A Ordinary Shares.
- 5.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 7 to authorise a director's conflict of interest, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 5.4 Paragraph 11(2) of the Model Articles shall not apply to the Company.

## **6 DIRECTORS – CASTING VOTE**

- 6.1 If the number of votes for and against a proposal at a meeting of directors is equal, the chairman or other director chairing the meeting shall not have a casting vote.
- 6.2 Paragraph 13 of the Model Articles shall not apply to the Company.

## **7 DIRECTORS - POWERS TO AUTHORISE CONFLICTS OF INTEREST**

- 7.1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a Conflict Situation provided that, for this purpose, the director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.
- 7.2 Any authorisation given under Article 7.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.
- 7.3 Where the directors give authority under Article 7.1:
- 7.3.1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and:
- (a) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation; and
- (b) the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms;
- 7.3.2 they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence; and
- 7.3.3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.

- 7.4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 7.1 (subject in any case to any limits or conditions to which such approval was subject).

## **8 DIRECTORS – TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 8.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

8.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

8.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;

8.1.3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such transaction or arrangement or such proposed transaction or arrangement.

- 8.2 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company.

## **9 DIRECTORS – METHODS OF APPOINTING DIRECTORS**

- 9.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

- 9.2 For the purposes of Article 9.1, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

- 9.3 Paragraphs 17(2) and 17(3) of the Model Articles shall not apply to the Company.

## **10 DIRECTORS – ALTERNATE DIRECTORS**

- 10.1 Any director (the "appointor") may appoint as an alternate any other director or any other person approved by resolution of the directors to:

10.1.1 exercise that director's powers; and

10.1.2 carry out that director's responsibilities in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

- 10.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor or in any other manner approved by the directors.

- 10.3 The notice must:

10.3.1 identify the proposed alternate, and

- 10.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 10.4 An alternate director may act as an alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 10.5 Except as the Articles specify otherwise, alternate directors:
- 10.5.1 are deemed for all purposes to be directors;
  - 10.5.2 are liable for their own acts and omissions;
  - 10.5.3 are subject to the same restrictions as their appointors; and
  - 10.5.4 are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.
- 10.6 A person who is an alternate director but not a director:
- 10.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 10.6.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
  - 10.6.3 shall not be counted as more than one director for the purposes of Articles 10.6.1 and 10.6.2.
- 10.7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 10.8 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing to the Company.
- 10.9 An alternate director's appointment as an alternate terminates:
- 10.9.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
  - 10.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
  - 10.9.3 on the death of the alternate's appointor; or
  - 10.9.4 when the alternate's appointor's appointment as a director terminates.

## **11 DIRECTORS' EXPENSES**

11.1 The Company may pay any reasonable expenses which the directors (including alternate directors and, if it has one, the secretary (but so that nothing in this Article 11.1 shall require the Company to have a secretary) properly incur in connection with their attendance at:

11.1.1 meetings of directors or committees of directors;

11.1.2 general meetings; or

11.1.3 separate meetings of any holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

11.2 Paragraph 20 of the Model Articles shall not apply to the Company.

## **12 SECRETARY**

12.1 The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit, and from time to time remove such person and, if the directors so decide, appoint a replacement in each case by a decision of the directors. Nothing in this Article 12.1 shall require the Company to have a secretary.

## **13 SHARES**

The rights attaching to the respective classes of Shares shall be as follows:

13.1 As regards voting:

13.1.1 Each A Ordinary Share and B Ordinary Shares shall carry the right to attend, speak and vote at all general meetings of the Company; and

13.1.2 No class of R Shares shall carry any right to attend, speak or vote at general meetings or otherwise of the Company.

13.2 As regards capital:

13.2.1 On a return of capital, whether on liquidation, capital reduction or otherwise (but excluding a purchase of own Shares, or redemption of Shares made in accordance with the provisions of these Articles) the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority:

	<b>Order</b>	<b>Class of Share</b>	<b>Amount</b>
a)	First	A Ordinary Shares and B Ordinary Shares	The Subscription Price

b)	Second	A Ordinary Shares and B Ordinary Shares	The balance (if any) of any assets amongst the holders of that class of Shares pro-rata to the number of Shares in that class, save as otherwise may be provided in any Relevant Agreement.
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13.2.2 Where the assets available for distribution in accordance with Article 13.2.1 is less than the total amount specified to be distributed, the available assets shall be distributed amongst the holders of the relevant Shares pro-rata according to the number of relevant Shares held by them respectively.

#### 14 ISSUE OF SHARES – PRE-EMPTION RIGHTS

14.1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Equity Securities made by the Company.

14.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any Equity Securities (other than any Equity Securities to be held under an employees share scheme (as that expression is defined in section 1166 of the Act) or incentive scheme for employees, those Equity Securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those Equity Securities are being offered to other persons on a pari passu and pro-rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:

14.2.1 shall be in writing, (made in hard copy or electronic form) shall be open for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant Equity Securities; and

14.2.2 shall stipulate that any shareholder who wishes to subscribe for a number of Equity Securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess Equity Securities ("**Excess Securities**") for which he wishes to subscribe.

14.3 Any Equity Securities not accepted by shareholders pursuant to the offer made to them in accordance with Article 14.2 shall be used for satisfying any requests for Excess Securities made pursuant to Article 14.3. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro-rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with Article 14.2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.

14.4 Subject to Articles 14.2 and 14.3 and to section 551 of the Act, any Equity Securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

#### 15 TRANSFER OF SHARES – GENERAL

15.1 For the purposes of Articles 15, 16, 17 and 18 any reference to a transfer of Shares includes a disposition of any interest in any Share (or the income or capital or other rights thereto) whether

legal, beneficial or otherwise, including the entry into any option or other agreement (conditionally or otherwise) for the possible sale or transfer thereof or grant of any security thereover, and whether or not for consideration or by written disposition or otherwise.

- 15.2 No Share shall be transferred, and the directors shall not register any transfer of Shares, other than in accordance with these Articles and any transfer or purported transfer of any Share made otherwise than in accordance with these Articles shall be void and of no effect whatsoever. Paragraph 26 of the Model Articles shall be modified accordingly.
- 15.3 The directors may only, and in their absolute discretion, refuse to register a transfer of shares to an infant, bankrupt or person in respect of whom, by reason of that person's mental health, a court has made an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have. Paragraph 26(5) of the Model Articles shall be modified accordingly.

## **16 PERMITTED TRANSFERS**

- 16.1 Any member may, at any time, transfer any of his Shares to:
- 16.1.1 any person with the prior written consent of all the Shareholders (excluding the Shareholder whose Shares are in question); or
- 16.1.2 a *Privileged Relation or Family Trust*
- (each a "**Permitted Transfer**").
- 16.2 If a Family Trust ceases for any reason to be a Family Trust any Shares held by such trust shall be transferred (either directly or upon trust) to the Settlor of such Family Trust within 10 business days of so ceasing, failing which the provisions of Article 17 shall apply.
- 16.3 If a Privileged Relation to whom Shares have been transferred ceases to be a Privileged Relation of the member who made the transfer any Shares held by such Privileged Relation shall be transferred to the member who originally transferred him the Shares, failing which the provisions of Article 17 shall apply.
- 16.4 If a member holds Shares as a result of an earlier transfer under Article 16.2 or 16.3 that member may only transfer such Shares to the member who originally transferred him the Shares.

## **17 COMPULSORY TRANSFERS**

- 17.1 A Transfer Notice (as defined in Article 18.3) shall be deemed to have been served:
- 17.1.1 in respect of Shares held by a Family Trust, by the trustees of that Family Trust where the Shares held by that Family Trust are required to have, but have not been, transferred in accordance with Article 16.2;
- 17.1.2 in respect of Shares which have been transferred to a Privileged Relation, by that Privileged Relation where the Shares held by that Privileged Relation are required to have, but have not been, transferred in accordance with Article 16.3;
- 17.1.3 in respect of the relevant Shares held by a member, if that member transfers, attempts to transfer or agrees to transfer any Shares otherwise than in accordance with the provisions of any Relevant Agreement and/or these Articles (and so that a Transfer Notice shall be deemed served immediately before the transfer, attempt to transfer or agreement to

transfer);

17.1.4 in respect of all the Shares held by a member (and any Shares which have been transferred by that member to a Privileged Relation or to a Family Trust of which the member is a Settlor) in any of the following circumstances:

- (a) if that member dies;
- (b) by reason of that member's mental health or a Court makes an order which wholly or partly prevents that member from personally exercising any powers or rights which that member might otherwise have;
- (c) unless otherwise decided in writing between all the A Shareholders, if that member is not a Founder and becomes a Leaver.

17.2 Paragraphs 27(2)(a) and 28 of the Model Articles shall not apply to the Company.

## **18 PRE-EMPTION ON TRANSFER**

18.1 A Transfer Notice (as defined in Article 18.3) which is given otherwise than as a result of the operation of Article 17 shall be a **"Voluntary Transfer Notice"**.

18.2 A Transfer Notice which is deemed given as a result of the operation of Article 17 shall be a **"Compulsory Transfer Notice"**.

18.3 Any person proposing to transfer any Shares (the "Transferor") shall, where the transfer is not a Permitted Transfer, give notice in writing (a "Transfer Notice") to the Company that he wishes to transfer the same. For the purposes of Articles 18.4 to 18.20 inclusive, the expression "Transferor" shall also include any member whose Shares are subject to a Compulsory Transfer Notice.

18.4 A Voluntary Transfer Notice shall be revocable only with the consent of all the other members and shall specify:

18.4.1 the number of Shares which the Transferor wishes to transfer;

18.4.2 if he wishes to transfer such Shares to a third party, the name of the third party; and

18.4.3 the price per Share at which he wishes to transfer such Shares.

18.5 A Compulsory Transfer Notice shall be irrevocable.

18.6 A Transfer Notice shall unconditionally constitute the Company as the agent of the Transferor for the sale of the entire legal and beneficial interest in the Shares specified or deemed comprised therein (the **"Sale Shares"**).

18.7 A Voluntary Transfer Notice may provide as a condition (a **"Total Transfer Condition"**) that unless all the Sale Shares are transferred pursuant to this Article 18, then none shall be transferred. If a Total Transfer Condition is so included and is not fulfilled then the directors shall notify in writing the Transferor and all members or other persons who have agreed to purchase the Sale Shares that the Total Transfer Condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

18.8 The date of a Transfer Notice shall be:

18.8.1 in the case of a Voluntary Transfer Notice, the date on which it is given; or

18.8.2 in the case of a Compulsory Transfer Notice, the date on which the directors become aware of the relevant event giving rise to the Compulsory Transfer Notice.

### **Sale Price**

18.9 The price for the Sale Shares shall be:

18.9.1 in respect of Compulsory Transfer Shares, where the relevant member is a Bad Leaver, whichever is the lower of their Market Value or their Subscription Price;

18.9.2 in respect of Compulsory Transfer Shares, where the relevant member is a Good Leaver, their Market Value; or

18.9.3 the price agreed between the Transferor and the directors or, if they are unable to agree a price within 20 business days of the date of the Transfer Notice,

the directors shall instruct the auditor for the time being of the Company to certify in writing the price which they determine, in their opinion, to be a fair value for the Sale Shares. The price for the Sale Shares as so agreed or certified shall be the "**Sale Price**".

18.10 The auditor shall, in making its determination under Article 18.9.3, be regarded as acting as expert and not arbitrator and shall value the Sale Shares on the basis that the fair value shall be the market value thereof as at the date when the relevant Transfer Notice was given or deemed to have been given (as the case may be) as between a willing buyer and a willing seller at arm's length but with no discount being made by reason of such shares constituting a minority holding and the auditor shall be instructed accordingly.

18.11 As soon as reasonably practicable following the determination of the Sale Price, the Company shall, by notice in writing (the "**Offer Notice**") offer the Sale Shares for sale to all the members of the Company (other than the Transferor or any person who remains a member but in respect of whose shares there has been deemed to have been served a Compulsory Transfer Notice) (the "**Remaining Members**") as follows:

18.11.1 first, to the A Shareholders pro rata (or as nearly as may be);

18.11.2 in respect of any Sale Shares that the A Shareholders are unable or unwilling to take up, to the Company; or

18.11.3 in respect of any Sale Shares that the Company is unable or unwilling to take up, such Sale Shares shall be offered to the B Shareholders pro rata (or as nearly as may be).

18.12 The Offer Notice shall:

18.12.1 state the Sale Price per Sale Share;

18.12.2 identify the total number of Sale Shares being offered for sale to all the Remaining Members and the number of Sale Shares which that member is entitled to purchase (the "**Proportion**");

18.12.3 invite each Remaining Member to state in writing the maximum number of Sale Shares they wish to purchase and identify that any Remaining Members who wish to purchase Sale Shares in excess of their Proportion may, in their acceptance, state how many Sale



Shares in excess of that Proportion they wish to purchase (the "**Excess Claim**");

18.12.4 specify a period within which the offer may be accepted (the "**Acceptance Period**"), being not less than 20 business days nor more than 30 business days after the date of the relevant Offer Notice; and

18.12.5 if the Transfer Notice, being a Voluntary Transfer Notice, contained a Total Transfer Condition, state that the Offer Notice is subject to the condition that, unless all the Sale Shares are transferred pursuant to the Articles, then none shall be transferred.

18.13 For the purposes of Article 18.12.4 an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. Any offer not accepted within the Acceptance Period will lapse. If, during the period between the date of the Offer Notice and (following acceptance of an offer by a member) the date on which sale of the Sale Shares is completed, a Remaining Member is deemed to have given a Compulsory Transfer Notice then such Remaining Member shall be deemed not to have accepted such offer and the relevant Sale Shares shall be re-offered for sale (at the same Sale Price per Sale Share and as if such price had been determined on the date on which the Compulsory Transfer Notice is deemed to have been given).

18.14 If the Company receives acceptances for all or any of the Sale Shares within the Acceptance Period, the directors shall allocate the Sale Shares or such of them as are applied for amongst those Remaining Members who have so applied for any of the Sale Shares (as nearly as may be without involving fractions). Any outstanding Sale Shares shall then be allocated in satisfaction of the Excess Claims in proportion (or as nearly as may be without involving fractions) to the respective numbers of Shares already held by those Remaining Members, provided that no member shall be obliged to take more Sale Shares so allocated than identified in his own Excess Claim.

18.15 If, prior to the expiry of the Acceptance Period the Company shall, pursuant to Article 18.14, find Remaining Members to purchase some or all of the Sale Shares, the directors shall, within 5 business days of the expiry of the Acceptance Period give notice in writing thereof to the Transferor and the relevant Remaining Members (the "**Sale Notice**"). Each Sale Notice shall state:

18.15.1 the name and address of the Relevant Member;

18.15.2 the number of Sale Shares to be purchased by that Relevant Member; and

18.15.3 a place, time and date (not being less than 10 business days nor more than 20 business days after the date of the Sale Notice) at which the sale and purchase will be completed.

18.16 Upon the giving by the Company of a Sale Notice, the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which the Sale Notice relates in accordance with its terms.

18.17 If a Transferor (a "**Defaulting Transferor**") shall fail duly to transfer (or complete the transfer of) any Sale Shares to a Remaining Member in accordance with Article 18.16:

18.17.1 the Company shall, as the agent of the Transferor appointed pursuant to Article 18.6, be authorised to transfer, and complete the transfer of, those Sale Shares (including, without limitation of the generality of the foregoing, to execute and deliver any necessary stock transfer form in respect thereof);

- 18.17.2 the Company may receive the necessary monies in respect of the Sale Price in trust for the Defaulting Transferor and the receipt by the Company of those monies shall constitute a good and valid discharge to the relevant Remaining Member;
- 18.17.3 against receipt by the Company of those monies (in trust for the Defaulting Transferor) and, notwithstanding (if such is the case) that the Defaulting Transferor has failed to deliver up the relevant share certificate(s), the Company shall cause the relevant Remaining Member to be registered as the holder of those Sale Shares and, after such registration, the validity of the proceedings shall not be questioned by any person; and
- 18.17.4 the Company shall not be required to pay the monies received in respect of the Sale Price to the Defaulting Transferor until he shall, in respect of the Sale Shares, have delivered a share certificate, or suitable indemnity, and necessary transfers to the Company.
- 18.18 If any Sale Shares are the subject of a Sale Notice in favour of the Company, the Company may, if permitted by law and subject to all relevant approvals being obtained, purchase any such Sale Shares at the Sale Price by notice in writing served on the Transferor such notice being given within 10 business days from the end of the Acceptance Period (the "**Buy Back Notice**").
- 18.19 The Buy Back Notice shall state the number of the Sale Shares agreed to be purchased by the Company and shall specify a place and time and date at which the sale and purchase shall be completed. Upon the giving by the Company of any such Buy Back Notice the Transferor shall be unconditionally bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 18.20 If a Transferor (a "**Defaulting Seller**") shall fail duly to transfer (or complete the transfer of) any Sale Shares to the Company in accordance with Article 18.19:
- 18.20.1 the Company shall, as the agent of the Transferor be appointed pursuant to Article 18.6, be authorised to transfer, and complete the transfer of, those Sale Shares (including, without limitation of the generality of the foregoing, to execute and deliver any necessary buy back agreement and any stock transfer form in respect thereof);
- 18.20.2 the Company shall pay the necessary monies in respect of the Sale Price into a separate account and hold the same on trust for the Defaulting Transferor;
- 18.20.3 notwithstanding (if such is the case) that the Defaulting Transferor has failed to deliver up the relevant share certificate(s), the Company shall cause the relevant Sale Shares subject to the Buy Back Notice to be cancelled and, after such cancellation, the validity of the proceedings shall not be questioned by any person; and
- 18.20.4 the Company shall not be required to pay the necessary monies in respect of the Sale Price to the Defaulting Transferor until he shall, in respect of the Sale Shares, have delivered a share certificate, or suitable indemnity, and necessary documentation (including any buy back agreement and any transfer) to the Company.
- 18.21 To the extent that shares included in any Transfer Notice are not the subject of a Sale Notice or a Buy Back Notice within the applicable time periods then the Transferor may transfer such shares to any other person approved by the directors at not less than the Sale Price within 20 business days of the final date that a Buy Back Notice can be given.

## 19 DRAG ALONG RIGHTS

- 19.1 Notwithstanding anything to the contrary in these Articles, if all of the A Shareholders (the **"Proposing Shareholder(s)"**) propose to sell or transfer all the issued A Ordinary Shares (the **"Selling Shares"**) to a person (other than a Permitted Transferee) who is a bona fide third party buyer at arm's length (the **"Proposed Buyer"**) the following provisions of this Article 19.1 shall apply.
- 19.2 The Proposing Shareholder(s) shall have the right to give the Company not less than 10 days prior written notice (the **"Selling Notice"**) of the proposed sale or transfer. The Selling Notice will include details of:
- 19.2.1 the Selling Shares;
  - 19.2.2 the proposed price for each Selling Share to be paid by the Proposed Buyer;
  - 19.2.3 details of the Proposed Buyer; and
  - 19.2.4 the place, date and time of completion of the proposed sale (being a date not less than 10 days from the service of the Selling Notice) (the **"Drag Along Completion"**).
- 19.3 Immediately on receipt of a Selling Notice, the Company shall give notice in writing (the **"Drag Along Notice"**) to each of the members other than the Proposing Shareholder(s) (the **"Drag Along Shareholders"**) giving the details contained in the Selling Notice and requiring each of them at the Drag Along Completion to sell to the Proposed Buyer all Shares held by them.
- 19.4 A Proposing Shareholder may withdraw a Selling Notice any time prior to actual Drag Along Completion by written notice to the Company to that effect and, on service of that notice, each Drag Along Notice shall no longer be binding and shall cease to have any effect.
- 19.5 Each Drag Along Shareholder who is given a Drag Along Notice shall, in the event of the proposed sale or transfer proceeding, sell (or procure the sale of) all the Shares held by him to the Proposed Buyer at the time of the Drag Along Completion (or at such other time as the Proposing Shareholders and the Drag Along Shareholders shall agree) at the price per Selling Share as set out in the Drag Along Notice and otherwise on the same terms as the sale of Selling Shares.
- 19.6 If any of the Drag Along Shareholders shall fail to comply with the terms of Article 19.5 in any respect (each a **"Defaulting Shareholder"**):
- 19.6.1 the Company shall be unconditionally constituted the agent of each Defaulting Shareholder for the sale of the Shares referred to in his Drag Along Notice in accordance with that notice and shall be authorised to transfer, and complete the transfer of, those Shares (including, without limitation of the generality of the foregoing, to execute and deliver any stock transfer form in respect thereof);
  - 19.6.2 the Company may receive the necessary purchase money in trust for each Defaulting Shareholder and the receipt by the Company of that purchase money shall constitute a good and valid discharge to the Proposed Buyer;
  - 19.6.3 against receipt by the Company of the purchase money (in trust for the Defaulting Shareholder), and notwithstanding (if such is the case) that the Defaulting Shareholder has failed to deliver up the relevant share certificate(s), the Company shall cause the Proposed Buyer to be registered as the holder of the relevant Shares and, after such registration, the validity of the proceedings shall not be questioned by any person; and

19.6.4 the Company shall not be required to pay the purchase monies to a Defaulting Shareholder until he shall, in respect of the Shares subject to the Drag Along Notice, have delivered a share certificate or suitable indemnity and necessary transfers to the Company.

19.7 The expression **price per Selling Share** used in Articles 19.2 and 19.5 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares in question which, having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the specified Shares and, in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding.

## 20 TAG ALONG RIGHTS

20.1 If Shareholders holding 50% or more of the Company's share capital (on his own or acting in concert with one or more other members) (the "**Selling Party**") propose to sell or transfer all their Shares to any person or persons other than another member or a Permitted Transferee, the Selling Party shall procure, before the sale or transfer that each proposed buyer makes a bona fide written offer (a "**Tag Along Offer**") to each of the other members (each a "**Tag Along Shareholder**") to buy that proportion of the Shares held by each Tag Along Shareholder which is equal to the proportion represented by the number of Shares which the Selling Party is proposing to sell as against all the Shares held by the Selling Party at the time of the proposed sale or transfer for the same price per Share and otherwise on the same terms and conditions as those applying to the proposed sale or transfer by the Selling Party of his Shares.

20.2 Each Tag Along Offer shall specify:

20.2.1 the price for the relevant Shares and any other principal terms and conditions of the sale or transfer; and

20.2.2 the period (being not less than 10 days from the service of the Tag Along Offer) for acceptance by each Tag Along Shareholder).

20.3 If, within the period specified in the Tag Along Offer any Tag Along Shareholder accepts the offer in writing, then the Selling Party shall procure that the sale by that Tag Along Shareholder of his relevant Shares shall proceed on the same financial terms (including price per share) and at the same time as the sale of the Selling Party's Shares.

20.4 Any acceptance by a Tag Along Shareholder of a Tag Along Offer shall be irrevocable. But no sale of that Tag Along Shareholder's Shares pursuant to its acceptance shall take place unless and until the sale of the Selling Party's Shares is completed.

20.5 The expression **price per Share** used in Articles 20.1 and 20.3 shall be deemed to include an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the holders of the Shares in question which, having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the specified Shares and, in the event of disagreement, the calculation of the price shall be referred to a chartered accountant or other expert (acting as an expert and

not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall, in the absence of fraud or manifest error, be final and binding.

## **21 PURCHASE OF OWN SHARES**

- 21.1 Subject to the Act (but without prejudice to any other provisions of these Articles) the Company may purchase its own Shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to an amount in a financial year not exceeding the limit for the time being set out in section 692(1ZA) of the Act.

## **22 PROCEEDINGS AT GENERAL MEETINGS**

- 22.1 No business shall be transacted at a general meeting unless a quorum is present. Subject to Article 22.2, 2 Qualifying Persons shall be a quorum. Paragraph 38 of the Model Articles shall not apply to the Company.
- 22.2 If, and for so long as, the Company has only one member one Qualifying Person shall be a quorum at any general meeting of the Company.
- 22.3 If, at an adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum. Paragraph 41 of the Model Articles shall be modified accordingly.
- 22.4 A poll on a resolution may be demanded by any person having the right to vote on the resolution. Paragraph 44 of the Model Articles shall be modified accordingly.

## **23 PROXIES**

- 23.1 Proxies may only be validly appointed by a notice in writing (a “**proxy notice**”) which:
- 23.1.1 states the name and address of the shareholder appointing the proxy;
  - 23.1.2 identifies the person appointed to be that shareholder’s proxy and the general meeting in relation to which that person is appointed;
  - 23.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 23.1.4 is delivered to the Company in accordance with the Articles not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

- 23.2 Paragraph 45(1) of the Model Articles shall not apply to the Company.

## **24 NOTICES**

- 24.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 24.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending (and the sending party receives a confirmation of delivery from the courier service provider));
- 24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 24.1.3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
- 24.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purpose of this Article, no account shall be taken of any part of a day that is not a business day.

- 24.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **25 DIRECTORS' INDEMNITY**

- 25.1 Subject to the provisions of the Act (but so that this Article 25.1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company:

- 25.1.1 shall, without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- (a) the Company;
- (b) any associated company; and
- (c) any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

- 25.1.2 may, without prejudice to the provisions of Article 25.1.1, purchase and maintain

insurance for any person who is or was a director or officer of the company or any associated company against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company, any employees' share scheme of the Company or of any associated company or any occupational pension scheme of which the Company or any associated company is a trustee

where for the purposes of this Article 25.1, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

25.2 Paragraphs 52 and 53 of the Model Articles shall not apply to the Company.